

**Master Services Agreement**

**Applicable to**

**Services**

**Performed by**

***Adams Hussey & Associates, Inc.***

**For**

**AARP Foundation**

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## LIST OF MSA ATTACHMENTS

MSA ATTACHMENT NO. A  
MSA ATTACHMENT NO. B  
MSA ATTACHMENT NO. C  
MSA ATTACHMENT NO. D

## **MASTER SERVICES AGREEMENT FOR SERVICES**

This Master Services Agreement For Services ("MSA") is made and entered into as of **February 1, 2010** by and between AARP Foundation, a not-for-profit corporation organized and existing under the laws of the District of Columbia and having its principal place of business at 601 E Street, NW, Washington, DC 20049 ("AARP Foundation") and Adams Hussey & Associates, a corporation organized and existing under the laws of the District of Columbia and having its principal place of business at 1600 Wilson Blvd, 3<sup>rd</sup> Floor, Arlington, VA, 22209 ("Contractor" or "Consultant") [cumulatively, "Parties"].

### **WITNESSETH**

WHEREAS, AARP Foundation desires to engage Contractor from time to time to perform certain services; and,

WHEREAS, the Parties acknowledge that this MSA is contemplated to be performed by Contractor in a series of performances, each of which will constitute a contractual relationship between the Parties pursuant to and otherwise in conformity with this MSA to the extent not otherwise inconsistent herewith, and the absence of which shall not otherwise invalidate this MSA; and,

WHEREAS, Contractor may agree to perform such services under the terms of this MSA and separately executed MSA Attachments, as defined herein;

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1 - MULTIPLE CONTRACTS**

**1.1. General Terms.** The Parties acknowledge and agree that this Master Services Agreement is intended to operate as a standard set of terms and conditions pursuant to which Contractor may perform services under contracts to be executed by the Parties hereto ("MSA Attachments"), where each such MSA Attachment will be substantially in the form of Exhibit A hereto and will (a) describe with particularity the services to be rendered ("Services"), (b) include a specification of the (i) term, (ii) schedule, (iii) deliverables, Key Person(s) (as described in Article 3 of this MSA), (iv) fees, (v) expenses and (vi) costs applicable to provision of such Services, and (c) will incorporate this MSA by reference to the extent not otherwise inconsistent with this MSA, so that each MSA Attachment shall constitute a separate contractual agreement.

**1.2. No Obligation to Execute MSA Attachments.** The Parties acknowledge and agree that nothing in this MSA will obligate either Party to execute any MSA Attachments.

**1.3. Separate Contracts.** The Parties acknowledge and agree that each MSA Attachment will be deemed a separate contract.

**1.4. Conflict Between MSA And MSA Attachment.** The Parties acknowledge and agree that in the event of a conflict between an MSA Attachment referencing this MSA and this MSA, the MSA Attachment will prevail. When interpreting an MSA Attachment, references to this MSA will be deemed to be a reference to both this MSA and the MSA Attachment. The Parties further acknowledge that each MSA Attachment may only be amended in accordance with the terms and conditions under which this MSA may be amended.

**1.5. No MSA Attachment.** The Parties acknowledge and agree that where Services are provided without an MSA Attachment, the terms and conditions will be governed by the terms and conditions of this MSA.

**1.6. Not Superseded by Parole Evidence Rule.** Contractor agrees that any Article in any MSA Attachment with a provision equivalent to Article 12.7 hereof will not be deemed to exclude the effectiveness of this MSA unless it specifically mentions and negates the applicability of this MSA.

**1.7. Referencing MSA Attachments.** The Parties acknowledge and agree that, for ease of reference, each MSA Attachment will be numbered sequentially, e.g., MSA Attachment No. 1, MSA Attachment No. 2, etc. Failure to do so, however, will not be opposable against either Party.

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## **ARTICLE 2 – TERM / TERMINATION**

**2.1. Term and Termination.** This MSA will be effective as of **February 1, 2010**, or if any applicable state regulatory agencies require submission and/or approval of this Agreement, Consultant shall not commence to provide Services for fundraising activities in such State until all applicable regulatory requirements of such State have been satisfied, and will remain in effect until terminated by either Party upon notice to the other; provided, further, that this MSA shall remain in full force and effect until any then outstanding MSA Attachment is terminated in accordance with its provisions and the provisions of this MSA. The term of each MSA Attachment will be as specified in the MSA Attachment. Either party will have the right to terminate any MSA Attachment upon advance notice of thirty (30) days to the other party. In such event, AARP Foundation will be liable only for payment of that portion of the Services already performed. Any termination under the terms of this Article will not limit any obligation or liability accrued by either Party arising hereunder prior to the termination. Except for the fees for Services provided and, if any, non-cancelable accrued or incurred expenses and costs, AARP Foundation will not be liable for any damages or other liability as a result of the termination of this MSA or any MSA Attachment prior to the stated termination date.

**2.2. Performance During Disputes.** Should disputes of any nature arise during the term of this MSA, both Parties will proceed diligently with their performance pursuant to this MSA pending settlement or resolution of said dispute. The Parties acknowledge that this provision will not operate to require payment by AARP Foundation of amounts that are the subject of the dispute. The Parties further agree that this provision will not operate to limit any of the other rights and remedies provided for in this MSA.

## **ARTICLE 3 – SERVICES AND PERFORMANCE**

**3.1. Services.** Contractor will perform services and produce work product related to direct marketing services in accordance with the terms and specifications of each MSA Attachment. Each MSA Attachment will describe as fully as possible the scope and deliverables of the Services, and the timeframes in which Contractor will deliver the Goods and perform the Services.

**3.2. Performance Standard.** Contractor warrants that the Services will be performed in a good and workmanlike manner and in accordance with the highest standards of professional and ethical competence and integrity in Contractor's industry, having due regard for the nature and purposes of AARP Foundation as a highly visible not-for-profit association representing the diverse interests of persons over the age of fifty (50) years. Contractor will perform the Services to the reasonable satisfaction of AARP Foundation and with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with the provision of such Services would use. AARP Foundation will provide Contractor with direction, material, information, and access to its representatives as Contractor reasonably requests. Contractor will advise AARP Foundation of any inaccuracies it becomes aware of in the course of using such information. The Parties understand and agree that this is a non-exclusive agreement, and AARP Foundation reserves the right to perform the Services on its own or through any third party at any time including during the term of this MSA.

**3.3. Key Person.** If any individual employed by the Contractor is specified in Exhibit A as a "Key Person", that person will be deemed an essential person for the performance of the Services specified in this Agreement. If only one person is designated as a Key Person, that individual will be deemed the primary project manager assigned to the project and will have primary responsibility with respect to all Services provided pursuant to the Agreement. If more than one person is designated in Exhibit A as a Key Person, the Exhibit A shall also designate one Key Person as the project manager. Contractor will not change any Key Person without the prior consent and approval of AARP Foundation. Upon request of AARP Foundation, Contractor will replace any Key Person deemed unable to devote sufficient time or expertise to maintain his or her level of responsibility with a replacement Key Person subject to the prior consent and approval of AARP Foundation. If Contractor deems any Key Person unable to devote sufficient time to maintain his or her level of responsibility, Contractor will provide advance written notice of the person designated to replace him or her, which person will be subject the prior consent and approval of AARP Foundation.

**3.4. Use and Ownership of Work Product.**

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A. Work Product. Subject to the remainder of this Section 3.4, (i) all Work Product (as defined below) Contractor produces for AARP Foundation in connection with this MSA shall, to the extent that Contractor has proprietary rights therein, be the exclusive property of AARP Foundation; and Contractor hereby assigns and transfers to AARP Foundation all copyright, trademark and other intellectual property rights in all Work Product to the extent that Contractor has such rights and subject to any rights of third parties. For purposes of this Agreement, "Work Product" means the physical master used in print production, specific letter or email content, any telemarketing scripts and the print production inventory of direct mail and fulfillment packages produced by, and/or with the assistance of, Contractor under this MSA or any MSA Attachment.

B. Tools of the Trade and Creative Concepts. AARP Foundation acknowledges that Contractor has developed and tested and will continue to develop and test various methodologies, design and art concepts, color combinations, "teaser" or script formulations, packaging designs, folding methods and other "tools of the trade" of general applicability within or in connection with direct mail packages, email and other online communications or telemarketing campaigns ("Creative Concepts"). In some cases, such Creative Concepts are or will be based upon non-proprietary tools of the trade that are used generally within the direct response marketing industry; in other cases, Creative Concepts are or will be proprietary to Contractor ("AH&A Creative Concepts"); in still other cases, Creative Concepts may be owned by third-party production vendors. Contractor retains all right, title, and interest in and to all AH&A Creative Concepts embodied or incorporated on or within Work Product. For the purposes of this Agreement, Creative Concepts include general art concepts and designs of direct mail or email/online packages and related materials, including, without limitation, any ideas, concepts, styles, teasers, art design formats, color combinations or other design or creative attributes embodied or utilized therein. Creative Concepts, however, do not include (i) any portions of Work Product that specifically relate to AARP Foundation or its business, or (ii) any original copy, artwork or designs developed by AARP Foundation and forwarded to Contractor for incorporation into Work Product.

C. License to Use Proprietary Creative Concepts. Contractor hereby gives AARP Foundation a worldwide, royalty-free, perpetual license to utilize AH&A Creative Concepts on or within packages used in direct response programs for which Contractor provides Services under this MSA or any MSA Attachment.

D. Infringement. Contractor shall ensure that all copy and content including without limitation all AH&A Creative Concepts that are, at Contractor's initiative, incorporated within any Work Product do not infringe upon the intellectual property rights of any third party. AARP Foundation shall ensure that all copy and content that are supplied to Contractor by AARP Foundation or that are incorporated within any Work Product at AARP Foundation's specific direction do not infringe upon the intellectual property rights of any third party.

3.5. Warranty of Qualification and Training. Contractor represents and warrants that: (a) all employees, agents and subcontractors utilized by Contractor pursuant to this MSA and any MSA Attachment (i) will be fully trained, equipped and competent, (ii) will perform their duties in a safe and courteous manner, will observe standards of discipline satisfactory to AARP Foundation, including observance of all applicable rules at all times while on the location where Contractor will perform the Services provided such rules are made available to Contractor prior to or at the time such Services are performed, and (iii) will work harmoniously with AARP Foundation personnel.

3.6. Non-Discrimination. Contractor agrees that it will not discriminate or permit discrimination against any person or group of persons on the basis of age, disability, sex, race, color, religion, national origin, or any other protected classification, or in any other manner prohibited by law. Contractor shall comply with all applicable Laws pertaining to nondiscrimination in employment and facilities including, without limitation, the provisions contained in Executive Order 11246 as amended and as may be further amended in the future, titled "Equal Employment Opportunity" and 41 C.F.R. §§ 60-1.4(a), 60-250.4 and 60-741.5(a) which are incorporated herein by reference.

3.7. Legal Compliance.

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A. General. Contractor and AARP Foundation each agree to comply with all local, state and federal laws, including those regarding the solicitation of charitable contributions, that are applicable to their obligations under this MSA, any MSA Attachment or any related activities.

B. State Filings. Contractor will be responsible for all state regulatory reporting requirements applicable to professional fundraising counsel for the work undertaken or produced by Contractor under this MSA or any MSA Attachment. Contractor acknowledges and warrants that it is registered with all appropriate governmental agencies that regulate charitable solicitation, for those states which this MSA or any MSA Attachment covers, except for those agencies as to which Contractor is in the ordinary course of its business activity in the process of updating, renewing or correcting its registrations.

C. AARP Foundation Obligations. AARP Foundation acknowledges that certain state governmental regulatory authorities require Contractor to provide information in the possession of AARP Foundation and/or require AARP Foundation's signature on their forms and/or reports. AARP Foundation agrees to promptly furnish such information and signatures to Contractor. AARP Foundation will have exclusive control over the content of all of its fundraising solicitations, and AARP Foundation shall be exclusively responsible for ensuring that such solicitations comply with all applicable legal requirements.

D. AARP Foundation Representations. AARP Foundation represents, warrants, and covenants that (i) it is and will remain a not-for-profit organization for purposes of solicitation and registration, (ii) its required registrations, filings, licenses and permits are and will remain current, and (iii) it is and will remain registered with all applicable governmental agencies that regulate charitable solicitations.

E. Licenses and Permits. Contractor and AARP Foundation shall each be responsible for making, obtaining and maintaining its own required registrations and filings with, and licenses and permits from, all applicable federal, state and local authorities. Upon request, each party shall provide the other with information and materials necessary for preparation of registrations and filings and applications for licenses, registration statements or permits.

3.8. Control of Funds. AARP Foundation will at all times maintain and control all contributions received from any fundraising activities covered by this MSA or any MSA Attachment. AARP Foundation will deposit contributions promptly, and at no time will Contractor exercise, handle or have custody or control over contributions received from AARP Foundation's fundraising activities.

3.9. Volume and Content of Solicitations. AARP Foundation will, at all times, maintain control over the schedule, volume and content of the direct mail solicitations handled by Contractor under this MSA or any MSA Attachment. No mailing will be sent under this MSA or any MSA Attachment until AARP Foundation has approved the copy, art, and mail plan describing the volume and lists or list segments to be mailed and the cost estimate for production and creative work.

3.10. Non-Solicitation. Notwithstanding anything to the contrary in this MSA or any MSA Attachment, AARP Foundation shall, during and for a period of one (1) year following the termination of this MSA, refrain from, directly or indirectly, either alone or in conjunction with any other person or entity, (a) employing, engaging or seeking to employ or engage any employee of Contractor (each such employee, an "Contractor Employee") unless such Contractor Employee (i) resigns voluntarily (without any solicitation or involvement from AARP Foundation or any of its affiliates), in which case AARP Foundation hereby agrees to refrain from employing, engaging or seeking to employ or engage any such employee for a period of six (6) months following such employee's resignation or (ii) is terminated by Contractor after the date of this MSA; or (b) causing or attempting to cause any Contractor Employee to resign or sever a relationship with Contractor. AARP Foundation acknowledges that if AARP Foundation breaches this Section 3.10, Contractor will suffer irreparable injury not compensable by money damages and therefore will not have an adequate remedy at law. Accordingly, Contractor shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such other rights as Contractor may have at law or in equity. This Section 3.10 shall survive termination of this MSA.

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**3.11. Agents.** To the extent reasonably necessary to enable Contractor to perform its duties hereunder, Contractor shall be authorized to engage the services of any agents, contractors or assistants which Contractor may deem proper upon prior approval of AARP Foundation.

**ARTICLE 4 - FEES AND PAYMENTS**

**4.1 Fees:** As specified in each MSA Attachment, AARP Foundation will pay Contractor based on a "Fixed Fee," "Not to Exceed Fee," or "Time and Materials Basis" as defined Article 4.1.1, 4.1.2, and 4.1.3 below.

**4.1.1 Fixed Fees** –Services performed under a "Fixed Fee" arrangement will include a single fee that will cover all costs associated with performance under the MSA Attachment.

**4.1.2 Not to Exceed Fees** –Services performed under a Not to Exceed Fee will be billed by Contractor based on the actual hours that its Contractors perform the Services, but not more than a specified limit.

**4.1.3 Time and Materials Basis** –Services to be performed on a "Time and Materials Basis" will be billed by Contractor during the period and using the rates set forth in Exhibit A. Such rates may be increased on an annual basis for Contractors and/or support personnel performing the services during subsequent periods in an amount not to exceed 5% per year, unless otherwise agreed in writing by AARP Foundation.

**4.2 Expenses.** Except as otherwise provided in an MSA Attachment, Contractor shall be responsible for all expenses incurred pursuant to this MSA. In the event that an MSA Attachment provides for reimbursement of certain expenses, Contractor shall submit all relevant receipts and vouchers along with its invoices, and shall provide AARP Foundation with access to all records necessary to verify such expenses upon request from AARP Foundation. In no event, however, shall AARP Foundation be responsible for unreasonable or excessive expenses, for ground transportation expenses to and from the homes of Contractor's employees, or for travel time.

**4.3 Payment.** Unless otherwise specified in an MSA Attachment, Contractor will invoice AARP Foundation for the fees (and any permitted expenses or costs) described in each MSA Attachment on a monthly basis for the Services performed in the preceding month. The invoice must reference a separate purchase order number (PO#) for each MSA Attachment, and must also include full documentation of the work performed.

Invoices must be sent directly to: Invoices for Contractor services rendered and covered expenses incurred must be sent to either: (i) AARP, General Accounting Services, Accounts Payable Section, P.O. Box 51040, Washington, D.C. 20091 or (ii) via email to one of the following: (Corporate, Integrated Communications, Membership, SIG-SOG (formerly SNI):

[apcorporate@aarp.org](mailto:apcorporate@aarp.org)  
[apics@aarp.org](mailto:apics@aarp.org)  
[apmembership@aarp.org](mailto:apmembership@aarp.org)  
[apsigsog@aarp.org](mailto:apsigsog@aarp.org)

AARP Foundation will pay Contractor within 30 days of receipt of Contractor's invoice. If AARP Foundation disputes all or any portion of an invoice, AARP Foundation may pay only the amounts not in dispute, and the deadline for payment for the disputed amount will be extended until 30 days after the resolution of such dispute. Contractor agrees that it will submit no invoices or revisions to invoices more than three (3) months after Services are delivered or rendered. In the event of termination by AARP Foundation of this MSA or any MSA Agreement, AARP Foundation will make payment to Contractor for accepted materials delivered, accepted work performed, and/or allowable expenses incurred up to the date of termination, computed in accordance with the terms of this MSA and any MSA Attachment, but not in excess of the total amount provided for by the applicable MSA Attachment; and provided, further, that in any such event AARP Foundation shall not be obligated to make any further payments to Contractor after the date of termination.

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**4.4 Taxes.** In addition to the amounts charged pursuant to this MSA, AARP Foundation will pay any applicable sales and/or use taxes that may be lawfully imposed by the government of the United States or any state or political subdivision thereof upon Contractor for the Services provided to AARP Foundation pursuant to this MSA provided Contractor promptly notifies AARP Foundation of the imposition of such taxes. Contractor agrees to be liable, and to indemnify AARP Foundation, for any penalties and interest imposed by any taxing authority against AARP Foundation arising from any late filing resulting from the failure of Contractor to timely notify AARP Foundation of any related tax obligation sufficiently in advance to enable AARP Foundation to make timely filing and payment in the ordinary course of business. Contractor agrees that the fees paid pursuant to this MSA will be deemed to include any value added tax or similar tax imposed by any government. AARP Foundation will not be liable to Contractor for, and Contractor will hold AARP Foundation harmless from, all other taxes including, without limitation, any taxes based on gross receipts, revenue, income or the like, import or export taxes, or franchise or doing business taxes.

**4.5 Equipment and Materials.** Except as otherwise specified in any MSA Attachment, Contractor will be responsible for the acquisition, maintenance, inventory, storage, and control of all equipment, materials and supplies required to perform the Services.

### ARTICLE 5 - INDEMNITY / INSURANCE; LIMITATION OF LIABILITY

#### 5.1. General Indemnity.

A. Contractor and AARP Foundation each agree and hereby undertake to release, indemnify, and save harmless the other party, its affiliates, officers, directors, shareholders, employees, contractors, agents, successors, and assigns from and against any and all loss, damage or expenses, including reasonable attorneys' fees (collectively "Damages"), that may be suffered or incurred by reason of such indemnifying party's negligence, willful misconduct or breach of this MSA or any MSA Attachment.

B. In addition, in light of AARP Foundation's control over the content of its solicitations and mailings and any contributions received from activities covered by this MSA or any MSA Attachment, AARP Foundation agrees that it will defend, indemnify, and hold harmless Contractor, its officers, directors, shareholders, employees, contractors, agents and successors and assigns against any and all Damages arising from or related to any libel, slander or other third party claims arising from direct response and fundraising activities, mailings and/or solicitations or any publication by AARP Foundation, or approved by AARP Foundation, except to the extent arising from Contractor's negligence or willful misconduct or any breach of this MSA or any MSA Attachment by Contractor.

C. The cancellation, termination or expiration of this MSA shall not affect the continuing obligations under this provision.

**5.2. Liability Insurance.** At all times during the term of this MSA or any MSA Attachment, Contractor will carry and maintain in full force and effect Comprehensive General Liability Insurance with a combined single limit of liability of not less than One Million dollars (\$1,000,000) or, if greater, the maximum limit of Contractor's coverage at the time of the execution of this MSA. Contractor warrants that such insurance is primary without right of contribution from any other insurance that is carried by AARP Foundation.

**5.3. Worker's Compensation Insurance.** At all times during the term of this MSA, Contractor will carry and maintain in full force and effect Workers Compensation insurance as required by applicable law covering all personnel engaged in the furnishing of Services under this MSA.

**5.4. Limitation on Fees.** Except for the costs specifically assigned to and assumed by AARP Foundation pursuant to any MSA Attachment, Contractor acknowledges and agrees that the fees pursuant to this MSA establish the maximum liability of AARP Foundation to Contractor for the Services provided pursuant to this MSA or any MSA Attachment.

**Limitation of Liability.** EXCEPT FOR EITHER PARTY'S BREACH OF THE CONFIDENTIALITY PROVISIONS CONTAINED IN ARTICLE 6, OR FOR LOSSES FOR WHICH INDEMNIFICATION IS REQUIRED:

**5.5. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR FOR ANY LOST REVENUES**



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OR PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BY REASON OF ANY ACT, OMISSION, MATTER OR EVENT RELATING TO THIS MSA OR ANY MSA ATTACHMENT Waiver of Officers, Directors Liability. Notwithstanding anything to the contrary in this MSA or any MSA Attachment, neither party shall have recourse or right of action against any shareholder, officer or director, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute or rule of law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

### ARTICLE 6 - CONFIDENTIALITY AND SECURITY

**6.1. Confidential Information Defined.** All information, whether written, verbal or electronic, concerning the affairs and operations of AARP Foundation, its subsidiaries and affiliates, and their respective contractors and agents, including, without limitation, operational plans, financial data, employee data and contractual information, and information relating to AARP members (including but not limited to member names, addresses, phone numbers, e-mail addresses) ("Member Information"), shall be considered Confidential Information pursuant to this MSA and any MSA Attachment. Contractor shall presume that all other information provided to or observed by Contractor is Confidential Information unless Contractor is informed by AARP Foundation to the contrary. Confidential Information shall not include information that Contractor can demonstrate was (a) already known to Contractor at the time of disclosure, (b) in the public domain or available to the public, (c) made available to Contractor by third parties (other than AARP members) without any non-disclosure obligation to AARP Foundation, or (d) independently developed by Contractor.

**6.2. Use of Confidential Information; Non-Disclosure.** Contractor agrees that it shall use Confidential Information solely for the purpose of providing Services to AARP Foundation, and solely as expressly permitted pursuant to this MSA. Contractor may not disclose, transfer, sell, rent, copy, or allow third-party access to Confidential Information, or use Confidential Information for Contractor's own benefit or the benefit of third parties. AARP Foundation agrees that Contractor will be permitted to disclose relevant aspects of the work to its employees to the extent necessary to obtain Goods and perform the Services and to the extent such employees are bound to maintain the security and confidentiality of the Confidential Information. Notwithstanding the foregoing, Contractor may disclose Confidential Information to the extent compelled by any court, regulatory order or other service of legal process, in which case Contractor will provide AARP Foundation prompt prior notice of any such order or process sufficient to allow AARP Foundation to contest such order, and Contractor shall cooperate with AARP Foundation in responding to such order. Contractor agrees to the terms contained in the Security and Confidentiality Agreement attached hereto and incorporated herein as Exhibit D.

**6.3. Security Controls.** Contractor will protect and maintain the security and confidentiality of the Confidential Information using at least the same level of care (but no less than reasonable care) that Contractor uses to protect and maintain the security and confidentiality of its own confidential information. Without limiting Contractor's obligations with respect to Confidential Information, AARP Foundation will have the right to have its designated representative or representatives at Contractor's premises, to observe and monitor the performance of the Services, and ensure that adequate security controls are in place. AARP Foundation agrees that any access to Contractor's premises will be in a manner that minimizes interference with Contractor's business operations. To the extent that Contractor has access to Confidential Information that AARP Foundation deems to be particularly sensitive, Contractor will maintain, at a minimum, the following controls: (a) updated anti-virus software installed on all appropriate computing equipment, (b) updated security software patches installed on all appropriate computing equipment, (c) firewall software installed on computing environments connected to the Internet, (d) use of encryption software when electronically transmitting AARP Foundation data to external organizations (including AARP), (e) appropriate access controls to restrict access to authorized individuals of AARP Foundation data, materials, or computing systems or locations processing or storing AARP Foundation data, and (f) such other security controls, systems, and measures as AARP Foundation may require during the term of this MSA or any MSA Attachment.

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**6.4. Third-Party Contractors.** Except to the extent reasonably necessary to enable Contractor to perform its duties hereunder, Contractor shall not disclose any Confidential Information to any subcontractors, vendors, advisors, or agents ("Third-Party Contractors") without the prior written consent of AARP Foundation. Contractor shall be permitted to disclose the AARP Foundation Confidential Information to those Third-Party Contractors engaged by AARP Foundation to the extent such persons have a bona fide need to know such information and provided such persons agree to abide by the same restrictions with respect to such information as are applicable to Contractor. Contractor shall be responsible for ensuring that all Third-Party Contractors comply with such obligations, and shall remain responsible for any unauthorized use or disclosure of Confidential Information by any such Third-Party Contractors. Further, Contractor shall use commercially reasonable efforts to monitor the compliance of Third-Party Contractors with these obligations, including retaining records or reports related to this monitoring activity that identify monitoring procedures performed and associated conclusions or findings. These records or reports shall be provided to AARP Foundation when requested.

**6.5. Notice of Incidents.** Contractor shall notify AARP Foundation as soon as practicable, but no later than five (5) days, of any discovery of any unauthorized use, disclosure, theft, or other loss or compromise of Confidential Information. Contractor agrees to make available sufficient resources and data for AARP Foundation to determine the full impact and root cause of the incident.

**6.6. Return of Confidential Information.** Upon termination of this MSA, or at any other time during the term of this MSA or any MSA Attachment if requested by AARP Foundation, Contractor shall return to AARP Foundation, within ten (10) days, any and all Confidential Information, including Member Information (and any and all physical and electronic copies, but not including back-up tapes and other digital media that is not readily accessible), then in its or its Third-Party Contractors' possession, and shall maintain no such information in its or its Third-Party Contractors' possession, other than as part of Contractor's or its Third-Party Contractors' archiving system maintained in the ordinary course of business. AARP Foundation shall maintain inspection and audit rights to verify the compliance with this Section.

**6.7. Remedies for Confidentiality Breach.** Contractor agrees that its breach of this Article will cause irreparable damage to AARP Foundation, and its subsidiaries and affiliates. In the event of any breach or imminent breach of this Article, Contractor agrees that, in addition to other remedies, AARP Foundation shall be authorized and entitled to obtain preliminary or permanent injunctive relief from any court of competent jurisdiction (without being required to post bond or other security) to prevent, restrain, compel an act, or limit the effects of, as applicable or appropriate, such breach or imminent breach.

### **ARTICLE 7 – FINANCIAL / PERFORMANCE AUDITS**

**7.1.** Contractor will maintain accurate and detailed records of Contractor's performance of Contractor's obligations under this MSA and each MSA Attachment. For the duration of a project described in an MSA Attachment and a period of six months thereafter, and Subject to the provisions of this Article 7, AARP Foundation will have the right to perform, either itself or through an authorized representative, financial and performance audits relating to the Services and obligations under this MSA or any MSA Attachment. Audits may include examination of relevant financial information to support billing and contract costs, as well as review of Contractor's internal controls (such as business, security, and information technology practices) relevant to this Agreement. This right will not extend to any fixed fee component of Contractor's charges, except in the event of a termination of an MSA Attachment or to any Services performed more than two years prior to the date of your request for a review.

**7.2.** If AARP Foundation exercises this right, Contractor will make available records and information, solely to the extent, that (a) Contractor's financial systems can readily generate such information, and (b) Contractor determines, in its sole discretion, that the information is necessary to support the amounts charged to AARP Foundation. If any audit reveals a discrepancy of more than five percent (5%) of the total applicable amount reported by Contractor, the cost of such audit shall be borne by Contractor. Otherwise, AARP Foundation agrees to compensate Contractor for time expended by Contractor's staff to facilitate the review and to reimburse Contractor for any expenses incurred in connection with the review.

**7.3.** AARP Foundation may exercise this right for an audit under this Article 7 only once in any calendar year and AARP Foundation agrees to limit the duration of the review to a reasonable period. The

## **MASTER SERVICES AGREEMENT FOR SERVICES**

review must be conducted at mutually convenient times and locations and in a manner that does not disrupt Contractor's business operations. AARP Foundation agrees to keep information disclosed to AARP Foundation in the course of the review confidential from all third parties, except for any third party participating in the review with Contractor's consent as described below.

7.4. Contractor understands that AARP Foundation may wish to engage a third party to assist AARP Foundation in conducting the review. No third party may participate in the review unless AARP Foundation obtains Contractor's prior consent, which will not be unreasonably withheld, and the third party enters into an appropriate confidentiality agreement with Contractor. AARP Foundation understands that Contractor will not consent to the participation of any third party offering services or products that compete with Contractor's own.

### **ARTICLE 8 - INDEPENDENT CONTRACTOR**

**Contractor's Employees, Agents, Representatives Or Subcontractors.** Contractor is an independent contractor for all purposes regarding this MSA or any MSA Attachment. The employees, agents, representatives or subcontractors of Contractor engaged in performing Services will be considered employees, agents, representatives or subcontractors of Contractor for all purposes and will under no circumstances be deemed to be employees, agents, representatives or subcontractors of AARP Foundation. Contractor agrees to assume full responsibility for any and all liability to its employees, agents, representatives or subcontractors on account of injury, disability, and death resulting from, or sustained by said employees, agents, representatives or subcontractors in the performance of the Services. Unless otherwise agreed in writing, Contractor will, at the request of AARP Foundation, immediately remove from service any employee, agent, representative or subcontractor whose acts or omissions, in the opinion of AARP Foundation at its sole discretion, are unacceptable.

### **ARTICLE 9 - CONFLICTS**

Contractor warrants and agrees that, to the best of its knowledge: (i) no direct or indirect remuneration or personal benefit of any kind, other than that specified in Exhibit A, has been received from, or promised or implied to, any officer, director, agent, representative or employee of Contractor, AARP Foundation, or any third party that may participate in performance of the Services; (ii) to the extent the Services relate to procurement of goods, works or services, Contractor shall act solely in the best interests of AARP Foundation, including assurance that any discounts or commissions are for the account of AARP Foundation unless otherwise specified in Exhibit A; (iii) neither Contractor nor any of its employees have agreed to become or will be employed by AARP Foundation in any capacity that directly relates to the subject of this MSA or any MSA Attachment for a period of two (2) years following completion of the Services, unless AARP Foundation provides prior written consent, which will not be unreasonably withheld; and (iv) during the Term of this MSA or any MSA Attachment, Contractor shall avoid engaging in any other work for other clients that is in direct conflict with the Services pursuant to this MSA or any MSA Attachment. A violation of this Article shall constitute a material breach of this MSA or any MSA Attachment.

### **ARTICLE 10 - FORCE MAJEURE / FAILURE TO PERFORM**

10.1. **Consultation / Advice Of Delay.** Contractor agrees to consult with and advise AARP Foundation of any anticipated delay or failure, as soon as it becomes aware of such anticipated delay or failure or the possibility thereof, whether for *force majeure* or not, and, where applicable, the re-establishment of applicable timetables.

10.2. **Force Majeure** - Notwithstanding any other provision of this MSA, it is agreed that either Party hereto will be relieved of its obligations hereunder in the event and to the extent that performance hereof is delayed or prevented by any cause beyond its control and not caused by the Party claiming relief hereunder ("*force majeure*"). Contractor agrees that where relief is obtained under this provision to make its best efforts to resume Service and, where applicable, to meet the timetable for the Services specified in an MSA Attachment.

# MASTER SERVICES AGREEMENT FOR SERVICES

**10.3. Failure To Perform.** Notwithstanding any other provision of this MSA, in the event that Contractor fails to provide the Services contracted pursuant to this MSA or any MSA Attachment for any reason, including *force majeure*, and such failure continues for more than five (5) business days, AARP Foundation may, at its sole option, terminate the MSA Attachment(s) under which Contractor has failed to perform, and acquire similar Services from another provider or provide Services for itself.

**10.4. Reimbursement of Replacement Service Cost.** Except where failure to perform results from *force majeure*, Consultant agrees to reimburse AARP Foundation for the difference in cost between those specified pursuant to any applicable MSA Attachment and those paid by AARP Foundation to a different service provider. Except for cancellation in connection with Consultant's failure to perform under this provision, if AARP Foundation cancels this MSA or any MSA Attachment, in whole or in part, where goods or materials specifically ordered or produced for the canceled portion of any MSA Attachment cannot in good faith and with due diligence be canceled or returned to Consultant's suppliers or redirected to other orders or supplied to other of Consultant's customers, then AARP Foundation will reimburse Consultant for the documented costs, without mark up or allowance for loss of profit, incurred as a result. Where such reimbursed costs are for goods or materials to which Consultant takes title, Consultant will promptly deliver such goods or materials to AARP Foundation under the terms and conditions of this MSA or any MSA Attachment to a destination specified by AARP Foundation unless AARP Foundation declines such delivery, in which case title will remain with Consultant.

## ARTICLE 11 - NOTICES

**11.1. Notice** - Except where specified elsewhere in this MSA, any and all notices, documents, records, correspondence, approvals or demands required or permitted to be given by the parties hereto will be sufficient if made in writing and sent by certified mail, postage prepaid, overnight courier, or delivered by hand. Where sent by mail, such notices will also be sent by facsimile. Notices to AARP Foundation will be addressed to:

Notice to AARP Foundation:	Notice to Contractor:
AARP Foundation Attn: Pam Farrell Sr Director, Strategic Initiatives 601 E Street, NW Washington, DC 20049 Phone: 202-434-7526 Fax: (202) 434-6593	Jim Hussey President Adams Hussey & Associates 1600 Wilson Blvd, 3 <sup>rd</sup> Floor Arlington, VA 22209 Phone: 703-248-0025 Fax: 703-248-0029
Email: pfarrell@aarp.org	Email: jhussey@AHAdirect.com
<u>With copy To:</u> Vice President Procurement & Contract Management Dept. 601 E Street, NW Washington, DC 20049 Fax: 202-434-3179 Email: POAgreements@aarp.org	<u>With Copy To:</u> N/A

or to such other addresses in the United States as either party hereto may specify for itself by notice to the other as provided herein. Notices will be deemed served as of actual receipt.

## ARTICLE 12 - MISCELLANEOUS

**12.1. Choice of Law.** The parties hereto agree that this MSA will be governed by the Laws and Common Law of the United States and the District of Columbia as though the entire contract were

**MASTER SERVICES AGREEMENT  
FOR SERVICES**

performed in the District of Columbia and without regard to District of Columbia conflict of laws statutes/rules.

**12.2. Use of AARP Foundation Name.** Contractor will not use the name, trademarks, or service marks of AARP Foundation, its subsidiaries, or affiliates, for any purpose without the prior written consent of AARP Foundation, which consent may be withheld by AARP Foundation in its sole discretion.

**12.3. Assignment.** The parties hereto agree and covenant that, except as provided in this MSA, this MSA and the rights and obligations established hereunder, may not be assigned in whole or in part without the prior written consent of the other, where such consent will not be unreasonably withheld, except that AARP Foundation may assign its rights to any wholly owned subsidiaries of itself or any successor. Unless otherwise expressly agreed by the Parties, any such assignment pursuant to the foregoing shall not relieve the assigning Party of any of its obligations pursuant to this MSA.

**12.4. Headings.** The captions and headings constructed in this MSA have been inserted solely for convenience and are not to be considered in matters of its interpretation.

**12.5. Severability.** If any portion of this MSA will be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

**12.6. Waiver.** No waiver of any breach of any portion of this MSA will constitute a waiver of any subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

**12.7. Whole Agreement.** This MSA and each MSA Attachment, including the Exhibits incorporated herein or therein by reference, represent the entire agreement between the parties hereto and supersedes any prior agreement or proposed variation from their terms contained herein. In the event of any conflict between any terms and/or conditions contained on any forms or documents exchanged by the parties of this MSA, the terms and conditions of this MSA will govern. This MSA will be modified, altered or amended, only by mutual agreement evidenced by an instrument in writing executed by both parties or their respective successors in interest.

**12.8. Survival –** Section 3.10 and the representations, warranties, indemnities, limitation of liability, confidentiality (Article 5), and work product provisions contained herein will survive the termination or expiration of this MSA or any MSA Attachment.

**12.9. Counterparts -** This MSA may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

**12.10. Good Standing.** The undersigned warrant and represent that each Party, if a legal entity, is duly organized and in good standing in the jurisdiction in which it is organized, and is otherwise under no legal impediment or limitation that would render it to be without legal authority to enter this MSA.

**12.11. Signature Authority.** Each of the signatories to this MSA warrant and represent that they have full legally authority to execute this MSA and, if executed on behalf of a legal entity, that they are duly authorized to bind the entity on behalf of which they have executed this MSA.

**MASTER SERVICES AGREEMENT  
FOR SERVICES**

**SIGNATURES**

IN WITNESS WHEREOF, AARP Foundation and Contractor have caused this instrument to be executed by their duly authorized representatives on the day and year first above written.

For **AARP Foundation:**

By: 

Robin Talbert

Title: President, AARP Foundation

Date: 1/28/10

For **Adams Hussey & Associates:**

By: 

Jim Hussey

Title: President

Date: 1/29/2010

For **AARP FOUNDATION:**

By: 

David Whitehead

Title: SVP, AARP Foundation

Date: 1/28/2010

## EXHIBIT A

### MSA ATTACHMENT NO. 1

This MSA Attachment, when executed by both parties will be an MSA Attachment to the Master Services Agreement For Services ("MSA") effective as of February 1, 2010 between AARP Foundation and Adams Hussey & Associates ("Contractor"), as defined therein, and is agreed to by the parties thereto as of February 1, 2010 this MSA Attachment is effective. Except as specified herein the terms and condition of this MSA Attachment will be as specified in the MSA.

#### 1.0 SPECIFICATION OF SERVICES

Full Service Fundraising Consultation Service for AARP Foundation Direct Response program.

#### 2.0 TERM / SCHEDULE

Work will be performed between February 1, 2010 and January 31, 2012 with automatic, annual renewal through February 1, 2013, unless mutually agreed by the parties in writing.

#### 3.0 DELIVERABLES

##### Account Set-up/Transition:

- Submit required state registrations
- Transition reporting capabilities to AHA platform
- Support and participate in a seamless and timely transition of program to AHA management

##### Monthly Account Management:

###### *Program Management and Implementation Services*

- Development and implementation of annual messaging and creative strategies for multiple audience segments (i.e. core, middle donor, checkbox, lapsed and prospect)
- Development of annual marketing plan (striving to integrate cross-program goals: Advocacy, Foundation and Membership)
- Communication strategy/recommendations for consistent messaging across all mediums
- Multi-channel strategy approach and coordination to fundraising and brand awareness; as appropriate, implementation of multi-channel approach
- Development of annual budget (income goals and expense projections); reforecast budget as needed
- Development and execution of annual strategic plans for growth; including annual and monthly income and expense projections, program analysis and reporting against strategies and projections
- Lead/participate in strategic and planning meetings
  - Weekly project meetings to discuss schedules and deliverables.
  - Monthly strategic planning and program performance meetings
  - Quarterly strategic meetings. One element of meetings will be to review testing/creative results and evaluate/determine future testing strategies
- Management and project coordination of mail plan and production schedule
  - Manage/oversight of merge/purge and house data process and file hygiene process

- o Assistance on data tracking and coding for program development
- o Coordination of response handling and related fulfillment

#### ***Mail Plan Development and Data Selection***

- Provide data selection and mail plan creation for all acquisition and resolicitation efforts
  - o As this function is brought in-house, AHA will review and provide input on all data and segment selections (mailplans) produced internally by AARP on behalf of the Foundation

#### ***Reporting/Analysis***

- Responsible for the receipt and processing of fundraising data results; creation of analytical reports at program, campaign, individual mailing and line-item segment levels. Distribute reports twice weekly to AARP Foundation.
  - o As this function is moved in-house to AARP, AHA will retain responsibility for review, evaluation and analysis of mail results/statistical reports in order to provide informed strategic counsel. The source of the data may change; analysis responsibility will not

#### ***Creative & Design:***

AHA will develop new direct mail creative strategies (which support strategies outlined above) including copywriting, design and production-ready artwork for the following:

- New Acquisition and Appeal test packages
- Renewal/Resolicitation Appeal packages
- Acquisition and/or Lapsed Recapture packages
- Donor checkbox conversion packages
- Newsletter

#### ***Production:***

AHA will provide assistance to AARP Foundation in the management of production. Responsibilities will include the following:

- Supervision in production of direct mail materials as requested by AARP Foundation
- Management of all mailing calendars to meet overall budget goals
- Production coordination of all direct mail materials
- Management of competitive bid process
- Management and oversight of print, data processing and mail shop vendors
- Creation of itemized cost estimates for each direct response mail package and newsletter with approval by AARP Foundation before the mailing
- Oversight of AARP Foundation review and approval process and invoice/payment process
- Oversight of the production process, including assistance in the selection of third-party vendors from AARP's approved vendor list

#### ***Newsletter:***

AHA will provide all copywriting and design elements for the AARP Foundation "To Serve" newsletter. This will include:

- All strategic planning and development of newsletters; including budgets, income projections and coordination with mail schedule
- Development and execution of newsletters; including: copy writing, editing, photography, layout and production-ready artwork
- Creation of newsletter elements:
  - o Participant feature: interview, copywriting and photography
  - o Letter from Director: interview Foundation Director, copy writing
  - o Volunteer feature: interview, copywriting and photography
  - o Program news: copywriting
  - o In the News: compile stories, copywriting and photography
  - o Donor profile: interview, copywriting and photography



- o Other newsletter elements as they are developed or created

#### **Staffing Resources:**

In order to effectively support the AARP Foundation scope of work and account management requirements, AHA will commit adequate staff resources that will include:

- Sr. Leadership (Partners)
- VP of Client Services
- Account Executive
- Mail Planning
- Reporting & Analysis

#### **4.0 LOCATION**

The Services are to be performed at 1600 Wilson Blvd, 3<sup>rd</sup> Floor, Arlington, VA 22209.

#### **5.0 KEY PERSON**

The following individual(s) is / are designated as a Key Person of Contractor under this MSA or any MSA Attachment:

**Jim Hussey**  
**President**  
**Adams Hussey & Associates**  
**1600 Wilson Blvd, 3<sup>rd</sup> Floor**  
**Arlington, VA 22209**  
**Phone: 703-248-0025**  
**Fax: 703-248-0029**  
**Email: jhussey@AHAdirect.com**

#### **6.0 AARP Foundation Primary Contact**

The primary contacts at AARP Foundation relative to performance of this MSA or any MSA Attachment is:

**Steve DelVecchio**  
**Senior Director, Direct Response**  
**AARP Foundation**  
**601 E Street, NW**  
**Washington, DC 20049**  
**Phone: (202) 434-6223**  
**Fax: (202) 434-6593**  
**Email: sdelvecchio@aarp.org**

**Pam Farrell**  
**Senior Director, Direct Response**  
**AARP Foundation**  
**601 E Street, NW**  
**Washington, DC 20049**  
**Phone: (202) 434-7526**  
**Fax: (202) 434-6593**  
**Email: pfarrell@aarp.org**

## 7.0 FEES

In 2010, the AARP Foundation will bring some direct mail program functions in-house (1) mail plan development and data selection; and, 2) reporting capabilities).

In order to support this changing scope of work, AHA monthly management fees will be based on a two-tiered structure as fewer services will be required of the agency. As these functions become operational within the AARP Foundation; AHA fees will be scaled back. The timing of these activities is to be determined. AHA will be notified 30 days in advance when their Monthly Account Management responsibilities will shift to the scaled back services and fees.

### Monthly Account Management: Direct Mail

- **Full Service Management Fee** \$16,632 per month
  - Includes all services defined in Section 3.0
- **Scaled Back Management Fee** \$12,544 per month
  - Includes all services defined in Section 3.0 except for:
    - Mail Plan Development and Data Selection: this function will be transitioned first to the AARP Foundation
    - Reporting/Analysis: this function will be transitioned second

### Creative & Design

#### Copy Fees

- Low-Dollar Re-solicitation (individual) \$2,000 per package
- Mid-High Re-solicitation (individual) \$3,000 per package
- Low/Mid-High Re-solicitation (together) \$3,500 per package
- Acquisition Package (new) \$3,000 per package

Edits: Full copy fees are not charged for edits to existing packages, generally those charges will be around \$500, but are dependent on the extent of the changes.

#### Art Fees

Art fees will be dependent upon the complexity of the project; general range will be between:

- \$500 (for simple edits to existing packages) to \$5,000 (for a complex project like a newsletter). Most of projects will be around \$2,000 to \$3,000.
- AH&A will not charge per component. Charges are per package and not for output of existing art.

#### Production

- **Production fee:** \$0.015 per piece of mail produced

#### Newsletter

- **AARP Foundation "To Serve" Newsletter Management Fee: \$10,000 per issue**

These fees may be reviewed after 12 months from the effective date of this agreement. Either Party may make a request for a change in the Fees based upon this review. All changes must be agreed to in writing by both Parties and the effective date of the change (if any) will be February 1, 2011. Thereafter, the Fees will be evaluated on an as needed basis upon the request of either Party (individually or both at the same time). All subsequent changes and their effective date(s) will be agreed to in writing by both Parties.

## **8.0 EXPENSES**

Contractor shall be entitled to reimbursement of the following reasonable and necessary expenses approved in advance by AARP Foundation in accordance with the procedures set forth below:

**8.1 Reimbursement Procedures.** AARP Foundation will reimburse Contractor on the basis of documented receipts. Contractor shall submit all relevant receipts and vouchers along with its invoices, and shall provide AARP Foundation with access to all records necessary to verify such expenses upon request from AARP Foundation.

**8.2 Travel.** Expenses for travel to and from the site where Services are to be performed shall be by way of the lowest available airfare or train fare (whichever is most reasonably expedient). Travel time shall not be billable. In no event, however, shall AARP Foundation be responsible for unreasonable or excessive expenses, for ground transportation expenses to and from the homes of Contractor's employees, or for travel time.

**8.3 Lodging.** Notwithstanding the location of lodging selected, lodging expenses in the Washington, DC area shall be reimbursed at either (i) rates not to exceed rates applicable for AARP Foundation - employees staying at the hotels listed in Exhibit C, Attachment 1 to this MSA Attachment, and otherwise, within the guidelines set forth in Exhibit C, Attachment 3 to this MSA Attachment, or (ii) any special rates available to the Contractor, whichever is lower.

**8.4 Incidental Expenses.** Meals, per diem and incidental expenses shall be reimbursed within the guidelines listed in Attachment 2 to this Exhibit C.

## **9.0 COSTS**

No costs in addition to the Fees for Services will be paid under this MSA Attachment.

## **10.0 PAYMENT TERMS**

Contractor will invoice AARP Foundation, and AARP Foundation will pay Contractor invoices according to the terms set forth in Article 4 of the MSA.

IN WITNESS WHEREOF, AARP Foundation and Contractor have caused this instrument to be executed by their duly authorized representatives on the day and year first above written.

For AARP Foundation:

By:

  
Robin Talbert

Title: President, AARP Foundation

Date: 1/28/10

For Adams Hussey & Associates:

By:

  
Jim Hussey

Title: President

Date: 1/29/2010

For AARP FOUNDATION:

By:

  
David Whitehead

Title: SVP, AARP Foundation

Date: 1/28/2010

## EXHIBIT B

### MSA ATTACHMENT NO. 2

WHEREAS, in order to effect registration in compliance with the laws of the states listed below and for that portion of the contract where activities will be conducted in the states listed below an addendum is required.

NOW THEREFORE, IT IS AGREED:

AARP Foundation's program purposes for which contributions shall be solicited and for which proceeds of solicitations shall be used are education of the public and to lead positive social change, enhance the quality of life for all, and deliver value to those 50 years old and over through information, education and service, with emphasis on those at social and economic risk.

1. AARP Foundation exercises control and approval over the content, frequency and volume of any solicitations conducted.
2. AHA will not, at any time, directly solicit funds, assets, or property for charitable purposes, receive, control or have custody of funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, control or have custody of funds, assets, or property solicited for charitable purposes as contemplated by this Agreement.
3. Notwithstanding anything to the contrary herein, if any State regulatory agencies require submission and/or approval of this Agreement, AHA shall not commence to provide Services for fundraising activities in such State until applicable regulatory requirements of such State have been satisfied.
4. For the solicitations conducted in the State of New York only, the following will apply: Notwithstanding the above, AARP Foundation may, without giving any reason, cancel this contract without costs, penalty or liability for a period of fifteen (15) days following the date of filing hereof with the New York State, if AARP Foundation notifies AHA by letter or other written notification indicating that it does not intent to be bound by this Agreement. Said notice may be hand delivered or mailed: Jim Hussey, Adams Hussey & Associates, Inc. 1600 Wilson Blvd, Suite 300, Arlington VA 22209, and deposited in a mailbox properly addressed with postage prepaid. A duplicate of said notice shall be mailed to the State of New York, Office of the Attorney General, Charities Bureau, The Capitol, Albany, NY 12224.
5. For solicitations conducted in the State of California, AARP Foundation has a right to cancel the contract without cost, penalty, or liability for ten (10) days following the date this Agreement is executed. AARP Foundation may cancel the contract by serving a written notice of cancellation on Jim Hussey, Adams Hussey & Associates, 1600 Wilson Blvd, Suite 300, Arlington, VA 22209; and if mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing.

AARP Foundation, following the initial ten (10) day cancellation period, may termination the contract by giving thirty (30) days written notice; and if mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing; and in the event of termination pursuant to this paragraph, AARP Foundation shall be liable for services provide in California by AHA to the effective date of termination

This may not be modified, changed or terminated in whole or in part, in any manner except by an agreement duly signed by AARP Foundation and AHA.

**EXHIBIT C**  
**ATTACHMENT NO. 1**

**WASHINGTON, DC CONTRACTED HOTELS 2010 RATES<sup>1</sup>**

<p><b><u>Courtyard Marriott</u></b> 900 F Street, NW Washington, DC 20004 202-638-4600 or 800-321-2211 <b>(IDENTIFY AS AARP LOCAL BUSINESS)</b> Contact: Seviye Bennett Rate: \$219 Jan 1 – Feb 23 Rate: \$229 Jun 29 – Sep 6 Rate: \$289 Feb 24 – Jun 28, Sep 7 – Dec 31 * Includes access to VIP Lounge (Complimentary Breakfast)</p>	<p><b><u>Grand Hyatt Washington</u></b> 1000 H Street, NW Washington, DC 20001 202-582-1234 or 800-223-1234 (USE CR# 54501) Contact: Reservations* Rate: \$319 * <u>Call 800-233-1234 or 202-582-1234 and ask for the AARP rate</u></p>
<p><b><u>The Liasion Capitol Hill (An Affinia Hotel)</u></b> 415 New Jersey Avenue, NW Washington, DC 20001 1-866-233-4642 (Contact: Nora Tan) <b>(USE AARP RATE)</b> Rate: \$219 Jan 1 – Feb 28, Jul 1 – Aug 31 Rate: \$229 Mar 1 – 6/30, Sep 1 – Dec 31 * Includes Amenities / Newly renovated rooms</p>	<p><b><u>Hotel Monaco</u></b> 700 F Street, NW Washington, DC 20004 1-800-KIMPTON (USE AARP RATE) Contact: Drew Parker Deluxe Rate: \$229 Jan 1 – Feb 28, Jul 1 – Sep 6, Deluxe Rate: \$309 Mar 1 – Jun 30, Sep 7 – Dec 31 * Complimentary Amenities</p>
<p><b><u>Hyatt Regency Washington</u></b> 400 New Jersey Avenue, NW Washington, DC 20001 1-800-233-1234 (USE CORP. CODE 54501) Contact: Gayla Behrens Rate: \$209.00 Jan 1 – Feb 7, Jul 1 – Sep 6 Rate: \$249.00 Feb 8 – Jun 30, Sep 7 – Dec 31</p>	<p><b><u>LONG BEACH, CA HOTELS 2008 RATES</u></b> <b>Long Beach Marriott</b> 4700 Airport Plaza Drive Long Beach, CA 90815 562-627-8057 <b>(USE AARP CODE 17WPRS)</b> Contact: Sheryl Montour Rate: \$169.00 * Complimentary Amenities</p>
<p><b><u>Affinia 50 Hotels (New York &amp; Chicago)</u></b> 10% discount off of BAR (Best Available Rate of day) 1-866-233-4642 <b>(USE AARP Rate)</b></p>	

<sup>1</sup> Contracted hotels above are hotels which have been chosen because of their proximity to AARP locations and for which a negotiated rate has been contracted for individual room nights.

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When vendors are on AARP business in the above areas, they must stay at one of the above choice hotels. Rates are impacted by season and availability. It's important to mention the AARP negotiated room rate when reserving. If this rate is not available, vendors should call Travizon at the number below. Only Reservations made by Travizon, at AARP rates, will be reimbursable.

Call Desk: 877-425-5155 (8:30 AM – 5:30 PM Eastern – Pacific)

After Hours Emergency 877-425 – 5155

If reservations need to be made in another city, please visit the travel portal <http://www.travizon.com/aarp>.

**EXHIBIT C**  
**ATTACHMENT NO. 2**

Category	Guideline	Comments
Travel Mileage Rate	50¢ per mile	This standard mileage rate is based on an annual study of the fixed and variable costs of operating an automobile, and includes such items as depreciation [or lease payments], maintenance and repairs, tires, gasoline [including all taxes thereon], oil, insurance and license/registration fees.
Car Rental Rate	\$43.50 per day (or equivalent prevalent local rate)	Average daily cost of a mid-sized rental does not include taxes and surcharges.
Meals	\$50 per day (\$10 breakfast, \$15 lunch, \$25 dinner)	Average per day including tax and tip. Alcohol is not a reimbursable expense.
*Hotels	\$79 - \$179 (rates may be even higher in high cost cities)	Examples of Economy priced hotels: Red Roof Inn, Travelodge  Examples of Moderately priced hotels: Holiday Inn, La Quinta, Ramada  Examples of Upscale hotels: Crowne Plaza, Sheraton
Other Tips guidelines:		Note: This represents the maximum reimbursable gratuity (if appropriate).
Skycap	\$2 per bag	
Housekeeping	\$2 per day	
Bellcap	\$2 per bag	
Parking Attendants	\$2 per day	

\* In the event lodging within these guidelines is not available in metropolitan regions, traveler will be allowed reimbursement of accommodations booked through Travizon Travel agency at AARP rates arranged by Traveler through direct contact of Travizon at the number listed above (Exhibit B, Attachment No.1) or arranged on behalf of Traveler by Key Contact Person.



**EXHIBIT D**  
**MSA ATTACHMENT NO. 4**

**Security and Confidentiality Agreement**  
**Signed 2008 document attached**



**THIRD-PARTY SECURITY RISK-MANAGEMENT PROGRAM  
SECURITY AND CONFIDENTIALITY AGREEMENT**

1. **Confidential Information Defined.** All information, whether written, verbal or electronic, concerning the affairs and operations of AARP, its subsidiaries and affiliates, and their respective contractors and agents, including, without limitation, operational plans, financial data, employee data, contractual information, and information relating to AARP members (including but not limited to member names, addresses, phone numbers, e-mail addresses) ("Member Information"), shall be considered Confidential Information under this Agreement. Adams Mission and Associates ("Consultant") shall presume that all other information provided to or observed by Consultant is Confidential Information unless Consultant is informed by AARP to the contrary. Confidential Information shall not include information that Consultant can demonstrate: (a) was already known to Consultant at the time of disclosure; (b) information in the public domain or available to the public; (c) was made available to Consultant by third parties (other than AARP members) without any non-disclosure obligation to AARP; or (d) was independently developed by Consultant.
2. **Use of Confidential Information; Non-Disclosure.** Consultant agrees that it shall use Confidential Information solely for the purpose of providing Services to AARP, and solely as expressly permitted under this Agreement. Consultant may not disclose, transfer, sell, rent, copy, or allow third-party access to Confidential Information, or use Confidential Information for Consultant's own benefit or the benefit of third parties. AARP agrees that Consultant will be permitted to disclose relevant aspects of the work to its employees to the extent necessary to perform the Services and to the extent such employees are bound to maintain the security and confidentiality of the Confidential Information. Notwithstanding the foregoing, Consultant may disclose Confidential Information to the extent compelled by any court, regulatory order or other service of legal process, in which case Consultant will provide AARP prompt prior notice of any such order or process sufficient to allow AARP to contest such order, and Consultant shall cooperate with AARP in responding to such order.
3. **Security Controls.** Consultant shall protect and maintain the security and confidentiality of the Confidential Information using at least the same level of care (but no less than reasonable care) that Consultant uses to protect and maintain the security and confidentiality of its own confidential information. Without limiting Consultant's obligations with respect to Confidential Information, AARP shall have the right to have its designated representative or representatives at Consultant's premises, to observe and monitor the performance of the Services, and ensure that adequate security controls are in place. AARP agrees that any access to Consultant's premises will be in a manner that minimizes interference with Consultant's business operations. To the extent that Consultant has access to Member Information or other Confidential Information that AARP deems to be particularly sensitive, Consultant shall maintain, at a minimum, the following controls: (a) updated anti-virus software installed on all appropriate computing

equipment, (b) updated security software patches installed on all appropriate computing equipment, (c) firewall software installed on computing environments connected to the Internet, (d) use of encryption software when electronically transmitting AARP data to external organizations (including AARP), (e) appropriate access controls to restrict access to authorized individuals of AARP data, materials, or computing systems or locations processing or storing AARP data, and (f) such other security controls, systems, and measures as AARP may require during the term of the Agreement.

4. **Third-Party Contractors.** Consultant shall not disclose any Confidential Information to any subcontractors, vendors, advisors, or agents ("Third-Party Contractors") without (a) the prior written consent of AARP, and (b) the execution by such Third-Party Contractor of an AARP-approved agreement imposing upon the Third-Party Contractor the same security and confidentiality obligations imposed upon Consultant under this Agreement. Consultant shall be responsible for ensuring that all Third-Party Contractors comply with such obligations, and shall remain responsible for any unauthorized use or disclosure of Confidential Information by any such Third-Party Contractors. Further, Consultant shall be responsible for monitoring Third-Party Contractors' compliance with these obligations, including retaining records or reports related to this monitoring activity that identify monitoring procedures performed and associated conclusions or findings. These records or reports shall be provided to AARP when requested.
5. **Notice of Incidents.** Consultant shall notify AARP as soon as practicable, but no later than forty-eight (48) hours, of any discovery of any unauthorized use, disclosure, theft, or other loss or compromise of Confidential Information. Consultant agrees to make available sufficient resources and data for AARP to determine the full impact and root cause of the incident.
6. **Audits.** Consultant will maintain accurate and detailed records of its performance of its obligations under this Agreement and each Attachment. AARP reserves the right to perform, either itself or through an authorized representative, financial and performance audits relating to the Services and obligations under this Agreement. Audits may include examination of financially relevant information to support billing and contract costs, as well as review of Consultant's internal controls (such as business, security, and information technology practices) relevant to this Agreement. Consultant will make all directly pertinent records available for inspection or audit by AARP or its authorized agent at Consultant's business office during normal business hours for up to two (2) years after the termination of each Attachment.
7. **Return of Confidential Information.** Upon termination of this Agreement, or at any other time during the term of the Agreement if requested by AARP, Consultant shall return to AARP, within ten (10) days, any and all Confidential Information, including Member Information (and any and all copies, tapes and duplications thereof), then in its or its Third-Party Contractors' possession, and shall maintain no such information in its or its subcontractors' possession. AARP shall maintain inspection and audit rights to verify the compliance with this Section.
8. **Regulatory Requirements.** To the extent that Consultant has access to any Confidential Information subject to the terms of any privacy laws or regulations, including but not limited to the Gramm-Leach-Bliley Act and the Health Insurance Portability and Accountability

Act, Consultant agrees to amend this Agreement or execute additional agreements (either with AARP, its subsidiaries or affiliates, or AARP member benefit providers) as directed by AARP.

9. **Remedies for Confidentiality Breach.** Consultant agrees that its breach of the terms in this Exhibit will cause irreparable damage to AARP, and its subsidiaries and affiliates. In the event of any breach or imminent breach of this Article, Consultant agrees that, in addition to other remedies (which in the case of disclosure of Member Information may include, but not be limited to, lost value), AARP shall be authorized and entitled to obtain preliminary or permanent injunctive relief from any court of competent jurisdiction (without being required to post bond or other security) to prevent, restrain, compel an act, or limit the effects of, as applicable or appropriate, such breach or imminent breach.

**AGREED TO BY:**

Company: Adams Hussy and Associates AARP

[Signature]  
Signature

JIM HUSSEY  
Name

President  
Title

01/09/2008  
Date

[Signature]  
Signature

Suzanne Hall  
Director, IT Operations & Security

1/25/08  
Date

Company Name: Adams Hussy & Associates

Address: 1600 Wilson Blvd

Address: Suite 306

City, State: Arlington, VA

Zip Code: 22209

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Contact Name: JIM HUSSEY

Contact Person Telephone: \_\_\_\_\_